



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

FASTENAL CO
2001 THEURER BLVD
WINONA, MN 55987
United States

Amendment Date: 28-FEB-14
Original Award Date: 11-MAY-11
Buyer: D Cadoret
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 4022

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 5 Award Number 3229927 Effective Period 01-MAY-11 - 28-FEB-17	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	INDUSTRIAL EQUIPMENT - MPA-348			

Description			Bid Number	Change Order Req#	
INDUSTRIAL EQUIPMENT - MPA-348					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3229927 DATED 5/1/11 CHANGE EFFECTIVE PERIOD: FROM: 5/1/11 - 2/28/14 TO: 5/1/11 - 2/28/17 THE STATE IS EXERCISING IT'S RIGHT TO EXTEND FOR THE OPTIONAL THREE YEAR PERIOD			

STATE PURCHASING AGENT

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

AMENDMENT # 01

**A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada
Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City Nevada 89701
Contact: Gail Burchett, Purchasing Officer
Telephone: (775) 684- 0172 • Facsimile: (775) 684-0188**

And

**Fastenal Company
2001 Theurer Blvd.
Winona, Minnesota 55987
Contact: John Soderberg, Vice President Government Sales
Telephone: (507) 313-7313 • Facsimile: (507) 494-7669**

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #1862 and dated March 1, 2011, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
- A. This amendment will be for the extension of this contract for the optional three-year period. The new expiration date will be February 28, 2017.
 - B. Contractor shall provide WSCA-NASPO summary sales data report quarterly.

Current Contract Language:

This contract shall be effective from March 1, 2011 subject to WSCA Board of Directors' approval to February 28, 2014, unless sooner terminated by either party as specified in paragraph (21).

Amended Contract Language:

- A. This contract shall be effective from March 1, 2011 subject to WSCA Board of Directors' approval to February 28, 2017, unless sooner terminated by either party as specified in paragraph (21).
- B. In addition to other reports that may be required by the contract, the Contractor shall provide the following WSCA-NASPO report. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a

calendar quarter, a report is still required. Reports shall be due no later than 45 (forty-five) days following the end of the calendar quarter (as specified in the reporting tool).

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

L. Davis 10-30-13 President
Independent Contractor's Signature Date Independent Contractor's Title

Greg Smith 11-18-13 Administrator
Greg Smith Date Purchasing Division Administration

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney
General

On: 19 Nov 13
Date



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

FASTENAL CO
2001 THREURER BLVD
WINONA, MN 55987
United States

INDUSTRIAL EQUIPMENT - MPA #348	
Award Number 3229927	Effective Period: 01-MAY-11 - 28-FEB-14

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States
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Date:	11-MAY-11
Buyer:	D Cadoret
Shipping:	Paid
Terms:	NET 30
Vendor#:	4022

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

BLANKET REQUIREMENTS:
5/1/11 - 2/28/14 WITH ONE (1) 3 YEAR EXTENSION OPTION

MPA # 348 - INDUSTRIAL EQUIPMENT - PRICING AND CONTRACT PERIOD BASED ON WSCA 1862 CONTRACT

SEE SPECIFICATIONS ATTACHED

STATE PURCHASING AGENT
Lorraine A. Hynes

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PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
Fastenal Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
State of Rhode Island
Contract Number 3229927
(hereinafter "Participating State")

Page 1 of 3

1. Scope: This addendum covers the WSCA Facilities MRO Contracts lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

The award to contractor in Master Price Agreement 1862 is for all categories and for all states (entities) authorized to use Master Price Agreement 1862.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the executing Participating State.)

Administrative Fee/Rebate: Fastenal will provide a 2% base rebate to the State of Rhode Island under this agreement. The 2% rebate shall be paid quarterly (with appropriate reporting) on all purchases under the Agreement, less any freight, taxes, returns, credits or adjustments. The start date of this contract is May 1st, 2011.

4. Lease Agreements:
Lease Agreements Are NOT Authorized By This Contract

5. Primary Contacts: The primary government contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name: Gail Burchett
Address: Nevada Department of Administration, Purchasing Division,
515 E. Musser Street, 3rd Floor, Carson City, NV 89701
Telephone: (775) 684-0172
Fax: (775) 684-0188
E-mail: gburchet@purchasing.state.nv.us

Contractor

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
Fastenal Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
State of Rhode Island
Contract Number 3229927
(hereinafter "Participating State")**

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Name: **Donnalee Papenfuss, WSCA Contract Administrator**
Address: **Fastenal Company, 2001 Theurer Blvd
Winona, MN 55987**
Telephone: **(507) 453-8339**
Fax: **(507) 494-7669**
E-mail: **dpapenfu@fastenal.com**

Participating State (Entity)

Name: **STATE OF RHODE ISLAND/DIV OF PURCHASES/DAVID CADORET**
Address: **ONE CAPITOL HILL, PROVIDENCE, RI 02908**
Telephone: **401-574-8131**
Fax: **401-574-8887**
E-mail: **DAVID.CADORET@PURCHASING.RI.GOV**

6. Subcontractors:

NO servicing subcontractors are permitted under this contract.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: 1862.

3229927

This Participating Addendum and the Master Price Agreement number 1862 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

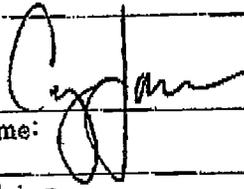
8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
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 (hereinafter "Contractor")
 And
 State of Rhode Island
 Contract Number 3229927
 (hereinafter "Participating State")

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purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity: STATE OF RHODE ISLAND	Contractor: <i>FASTENAL</i>
By: 	By: 
Name: LORRAINE A. HYNES	Name:
Title: PURCHASING AGENT	Title: <i>Exec. V.P.</i>
Date: 5/1/11	Date: <i>5-2-2011</i>

[Additional signatures as required by Participating State]

Quality Products & Recognized Partners

HVAC

Air Filters

Lamps, Ballasts, & Fixtures

Cleaning

Material Handling Repairs

Security

Motors & Accessories

Electrical Repairs & Equipment

Fasteners

Batteries & Flashlights

Outdoor Garden Supplies & Equipment

Paint & Accessories

Plumbing

Pneumatic Tools

Power Tools & Accessories

Safety

Hand Tools

Welding & Soldering

Milwaukee

GEARWRENCH®

LENOX

DEWALT

metabo

Kimberly-Clark
PROFESSIONAL

NORTON

FLUKE®

IR

Ingersoll Rand®

ZURN

FASTENAL®

My Town

Specialized Services

A2LA Accredited Calibration & Lab Testing

Custom Bandsaw Blade Welding

Custom Chain Sling Fabrication & Inspection

Custom Manufacturing

Custom Packaging

Cut to Length Metal, Chain & Cable

Hydraulic Hose Assembly

Inventory Management

Product Sourcing

Tool & Cutter Grinding

Tool & Hoist Repair & Certification



FASTENAL®

My Town

Orders & Fulfillment Channels

Store

- 2,300 US Locations

Fastenal
Outside Sales

- Over 7,000
Representatives

Vendor
Managed
Inventory

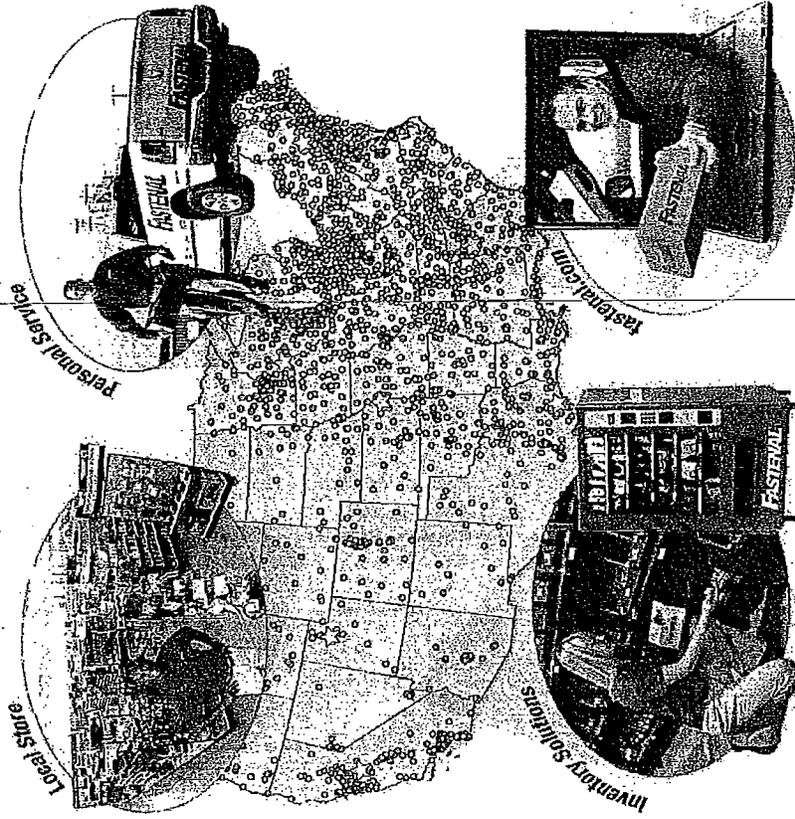
- Bin Stocks to FAST
Solutions

fastenal.com

- Online Ordering

FASTENAL®

WE ARE WHERE YOU ARE



FASTENAL®

My Town

www.fastenal.com

Search over 350,000 products

View your contract pricing

Workflow Management

Order Status & Tracking

MSDS & Technical Data

Product Availability

Local Store Fulfillment

FASTENAL

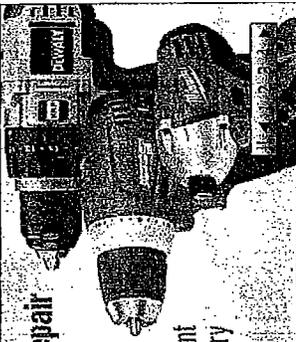
Sign Out My Account Shopping Cart Store Locator (Residents, Or) Help

Products Services Resources Locations About Us Careers Keyword, Part Number or X-Ref

Tool & Hoist Repair Certification

Factory authorized service, fast lead times and convenient pick-up and delivery

Learn more



Monthly Sales Flyer

Look Inside

FAST Solutions
FAST 5000

Learn More

Fast Order Pad
Type In. Check out. Shop Now

Fasteners



Tools & Equipment

Safety

» See All Fasteners

Online Reporting

Open Balances & Statements

Order Status & Tracking

Order History

FASTENAL

My Town



WSCA Category Discounts

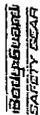
HVAC	23% Off
Air Filters	23% Off
Lamps, Ballasts, & Fixtures	23% Off
Cleaning	23% Off
Material Handling Repairs	23% Off
Security	23% Off
Motors & Accessories	23% Off
Electrical Repairs & Equipment	23% Off
Fasteners	55% Off
Batteries & Flashlights	23% Off
Outdoor Garden Supplies & Equip	23% Off
Paint & Accessories	23% Off
Plumbing	23% Off
Pneumatic Tools	23% Off
Power Tools & Accessories	23% Off
Safety	23% Off
Hand Tools	23% Off
Welding & Soldering	23% Off

FASTENAL
WSCA MARKET BASKET PRICE FILE
WE ARE WHERE YOU ARE

FOR LOCAL SCHOOLS FOR MILLIONS OF PRODUCTS
SAVING UP TO 23% OFF THE LIST PRICE

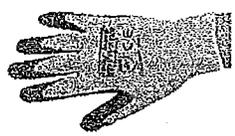
FASTENAL MARKET BASKETS OFFER THE BEST OF BOTH WORLDS. THE BEST OF THE BEST AT THE BEST PRICE. FASTENAL MARKET BASKETS ARE AVAILABLE IN ALL 50 STATES AND CANADA. VISIT US TODAY AT www.fastenal.com/wscapricefile TO SEE ALL THE PRODUCTS WE HAVE TO OFFER.

Additional WSCA Market Basket Price File (Approximately 1600 items)



Bodyguard-Flex Guard, 10ga, GryCot/PlyShel,Bluelatx,PimCoat,L

Safety > Hand Protection > Dipped Gloves



View more images
General Information

Your Price: \$2.392 (save 23% over wholesale)
 Wholesale: \$3.099
 Package Quantity: 1 (PR)
 Online: Available Now
 Store: In stock
 Quantity: x 1 (PR)

 WSCA Market Basket Item

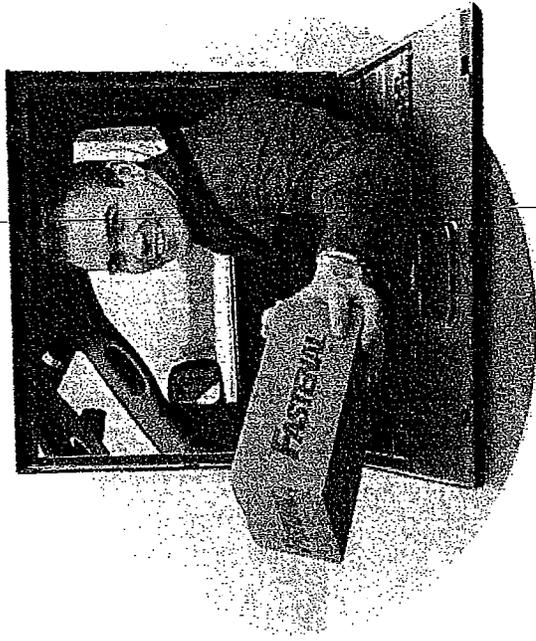
FASTENAL®

My Town

Hassle Free Return & Exchange Policy

Phone or Email your local Fastenal location. Your local representative will take care of the rest. Making sure you have the right product, when you need it!

- Damaged items must be reported within 10 days of delivery.
- Standard Orders returned within 30 days...no questions asked!



FASTENAL®



MY TOWN

Training

Internal Training (Fastenal)

Contract Training (all levels)

Implementation Workshops

Fastenal School of Business

E-Learning Platform (Contract Specific)

External Training (Agency Specific)

Introduction to Fastenal

Fastenal.com (How To Use)

Setting up accounts at Local Store

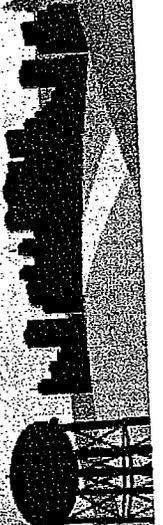
Certified Vendor Training (Products & Services)

Order Process & Online



FASTENAL®

MY TOWN



FASTENAL

Key Elements of this contract are:

- Excellent Market Basket Pricing all Categories
- Online Catalog, Ordering and Reporting Capabilities
- Customized WSCA catalog
- Representatives located throughout each State
- Excellent Disaster Recovery/Emergency Assistance Plan
- Training at no charge available
- Strong in MBE/WBE etc.
- Over 2300 Store locations through out U.S.
- Offer Incentive Program of 2% discount after over all sales reach \$50,000,000
- Special pricing for large volume single orders

FASTENAL

- **Freight Policy:**
No freight charges on catalog item orders (Alaska, Hawaii may have up charge)
- **Shipping:**
Deliveries of in-stock items 24-48 hours after receipt of order
- Many store locations within each State – Local stores will stock most used items at their location

FASTENAL

Representative Information

Name: **Donnalee Papenfuss, WSCA**
 Contract Administrator

Telephone: **(507) 453-8339**

Fax: **(507) 494-7669**

E-mail: **dpapenfu@fastenal.com**

Mandatory Contract Requirements

- Ordering Capability
- FOB Destination
- Internet Ordering
- E Commerce Description
- Storage of Electronic Data
- Catalogs both on-line, soft copy and hard copy
- P-Card Acceptance and Level III Reporting
- Force Substitution Policy
- Customer Service Representatives
- Training programs

Categories

- Heating, Ventilation, Air Conditioning/Refrigeration (HVAC)
- Air Filters
- Lamps, Ballasts and Fixtures
- Cleaning
- Material Handling Repairs
- Security
- Motors and Accessories
- Electrical Repairs and Equipment
- Fasteners
- Batteries and Flashlights
- Outdoor Garden Supplies and Equipment
- Paint and Accessories
- Plumbing
- Pneumatic Tools
- Power Tools and Accessories
- Safety
- Hand Tools
- Welding and Soldering

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders.

and possible suspension from participation in additional State procurements

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009 Pub L. No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009 Pub L.No 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.